DISTRICT OF COLUMBIA COURTS SOLICITATION, OFFER AND AWARD FOR SUPPLIES, OR SERVICES

DATE ISSUED: January 18, 2022

AWARD DATE

DISTRICT OF COLUMBIA COURTS

ISSUED BY:

ADMINISTRATIVE SERVICES DIVISION PROCUREMENT AND CONTRACTS BRANCH 616 H STREET, N.W., ROOM 612 WASHINGTON, D.C. 20001 **CLOSING DATE: February 7, 2022** SOLICITATION NUMBER: DCSC-22-FSS-39 **CLOSING TIME: 2PM** OFFER/BID FOR: Palo Alto Firewalls and Professional Services **MARKET TYPE: GSA Federal Supply** Schedule TABLE OF CONTENTS SEC. **DESCRIPTION DESCRIPTION** (X) PAGE (X) SEC. **PAGE** X Solicitation/Offer/Award Form 1 Η Special Contract Requirements 13 Α X В Supplies or Services & Price /Cost 3 I Contract Clauses 14 C Description/Specs. Work Statement 5 J List of Attachments 15 X Packaging and Marking 7 X K Representation Certificates D 16 X Е Inspection and Acceptance 8 X L Instructions, Conditions, Notices 17 Deliveries and Performance 9 X X F M **Evaluation Factors for Award** 18 X Contract Administration Data 10 G OFFER (TO BE COMPLETED BY OFFEROR) Note: In sealed bid solicitations "Offer" and Offeror" mean Bid" and Bidder." The undersigned offers and agrees that, with respect to all terms and conditions accepted by the Courts under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. **OFFEROR** Name and title of Person Authorized to Sign Offer: (Type or Print) Name: Street: Signature Date: City, State: Zip Code: (Seal) **Impress** Area Code & Corporate Telephone Number: Seal Corporate (Seal) (Secretary) ___ (Attest) **AWARD** (To be completed by the District of Columbia Courts) CONTRACT NO._____AWARD AMOUNT ACCEPTED AS TO THE FOLLOWING ITEMS: DISTRICT OF COLUMBIA COURTS **CONTRACTING OFFICER** CONTRACT PERIOD:

All written communications regarding this solicitation should be addressed to the Contracting Officer at the mailing address listed on page 1. All communications should be directed by email to Darryl Allen, Senior Contract Specialist at Darryl.Allen@dccsystem.gov.

The prospective Offerors shall submit questions no later than 12 noon on January 31, 2022. The Courts will not consider any questions received after 12 noon on January 31, 2022. Written questions and inquiries should be submitted by email to Darryl Allen, Senior Contract Specialist at Darryl.Allen@dccsystem.gov.

The Courts will post all amendments and responses to offerors questions in the DC Courts website at https://www.dccourts.gov/about/procurement-contracts-branch. Oral explanations or instructions given by Courts Officials before the award of the contract will not be binding.

This solicitation is a GSA procurement.

1. ACKNOWLEDGMENT OF AMENDMENTS

The Offeror acknowledges receipt of Addenda to the solicitation and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

NOTE: Offeror may acknowledge addendum here or on addendum or both.

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

- B.1 The District of Columbia Courts, Procurement and Contracts Branch, on behalf of the Information Technology Division (the Courts) is seeking a GSA Schedule Contractor to provide a 5-year lease agreement for Palo Alto Firewalls and maintenance and support. The Courts will require professional services for initial configuration and knowledge transfer.
- **B.2** The Courts contemplates award a firm-fixed-price contract as a result of this solicitation to the responsive and responsible bidder who has the lowest bid.
- **B.3** All companies submitting proposals in reference to this solicitation shall include a copy or website link of its current GSA Federal Supply Schedule. Please Note: All products and services must be covered under the GSA Schedule.
- **B.4** All hardware, software licenses, and support shall be delivered within 120 days from date award. Contractor shall do the design, make recommendations, configure, install with government staff assisting, do a knowledge transfer and provide as deliverables as-built documentation to include architectural diagram and configuration setting.

B.5 PRICE SCHEDULE INSTALLMENT

Bidder shall provide total cost for each year and total cost for the entire lease period.

Contract Line Item No. (CLIN)	Description	Unit-Year	Monthly Lease Cost	Total Lease Cost/Price
0001	Palo Alto Firewalls and maintenance and support	Lease Year One (12 Months)		\$
0002	Palo Alto Firewalls and maintenance and support	Lease Year Two (12 Months)		\$
0003	Palo Alto Firewalls and maintenance and support	Lease Year Three (12 Months)		\$
0004	Palo Alto Firewalls and maintenance and support	Lease Year Four (12 Months)		\$
0005	Palo Alto Firewalls and maintenance and support	Lease Year Five (12 Months)		\$

Palo Alto Firewalls and maintenance and support	Total Five-Year Lease Cost/Price	\$

Lease Payments shall not start until the equipment has been received by the DC Courts.

Contract Line Item No. (CLIN)	Installment Year	Payment Percentage of the total 5 years lease cost/price	Total 20% payment for each year
0001	Lease Year One (12) Months See Attachment A - BOM	20%	\$
0002	Lease Year Two (12) Months See Attachment A - BOM	20%	\$
0003	Lease Year Three (12) Months See Attachment A - BOM	20%	\$
0004	Lease Year Four (12) Months See Attachment A - BOM	20%	\$
0005	Lease Year Five (12) Months See Attachment A - BOM	20%	\$

SECTION C - DESCRIPTION/SPECIFICATIONS/SOW

C.1 Background

- C.1.1 The DC Courts (the Courts), consisting of the District of Columbia Court of Appeals, District of Columbia Superior Court, and their business support unit the Court System, is the judicial branch of the District of Columbia government. Its mission is to protect rights and liberties, uphold and interpret the law, and resolve disputes peacefully, fairly and effectively in the Nation's Capital. The Courts' mission and its operations rely heavily on information technology, and the organization's dependence on technology will increase with the adoption of additional services and technologies in the future.
- **C.1.2** The Courts' Judiciary Square campus is comprised of six (6) buildings:
- C.1.2.1 500 Indiana Avenue N.W. (known as the Moultrie Courthouse),
- **C.1.2.2** 515 5th St. N.W. (known as the Building A),
- **C.1.2.3** 510 4th St. N.W. (known as the Building B),
- **C.1.2.4** 410 E St. N.W. (known as the Building C),
- C.1.2.5 430 E St. N.W. (known as the Historical Courthouse),
- C.1.2.6 616 H St. N.W. (known as Offices in Gallery Place);
- **C.1.2.7** A number of smaller but mission critical field units are strategically located around the city.
- **C.1.2.8** A disaster recovery site (DR Site) located in Germantown, Maryland.
- **C.1.3** The Courts' enterprise Information Technology Division (IT) and the Courts' enterprise data center is centralized in Building C with a local presence in the other Court buildings.
- **C.1.4** IT currently utilizes Cisco Firewalls that have reached their end of useful life and lack Cisco support services resulting in a FISMA compliance audit condition that poses a significant security risk to the Courts' enterprise technology infrastructure. Firewalls are a critical part of any organization's defense-in-depth protection strategy in safeguarding against network intrusion and sensitive data breach. Network penetrations, ransomware attacks and data hacking attempts are occurring with increased frequency from both internal and external sources. Protecting technology assets and sensitive data from these intrusions is critical to the business operations of the DC Courts.
- **C.1.5** The focus of this solicitation is the acquisition of items required to replace the Courts' current firewalls that are end-of-life and to deploy state-of-the-art Palo Alto firewalls as

part of a defensive strategy in protecting the Courts' network and data. Additionally, the DC Courts are seeking the acquisition of professional services to assist the Courtsith this deployment and to provide hands-on transfer of Palo Alto proprietary knowledge to IT security and network staff. This solicitation response must also include a formal Palo Alto training plan for 3 Information Technology staff.

C.2 Scope of Work

- **C.2.1** The contractor shall provide all items listed in the Attachment A **Palo_Alto_BoM** spreadsheet.
- C.2.2 The contractor shall provide a qualified engineer, who possess relevant Palo Alto certifications and demonstrates relevant experience with recent projects of similar nature, scope, and size specifically in the installation, implementation and configuration of Palo Alto firewalls both hardware and software inclusive. Contractor shall do the design, make recommendations, configure, install with government staff assisting. Do a knowledge transfer and provide as deliverables as-built documentation to include architectural diagram and configuration setting.
- **C.2.2** All hardware, software licenses, and support shall be delivered from day of award.

SECTION D - PACKAGING AND MARKING

(Not applicable to this solicitation)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 <u>Inspection of Services</u>

- (a) "Services" as used in this clause includes (1) project management; (2) documentation development; (3) system design and development; and (4) the training of Courts power users and end users.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review and test all services called for by the contract to the extent practicable during the term of the contract. The Courts will perform reviews and tests in a manner that will not unduly delay the work. The Courts will perform system and integration tests, while unit testing and user acceptance testing remains the responsibility of the Contractor.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

SECTION F - DELIVERIES AND PERFORMANCE

F.1 Term of Contract:

F.1.1 The term of the contract shall be for a lease period of five (5) years from the date of award. The date of award shall be the date the Contracting Officer signs the contract document.

F.1.2 Commencement of Work:

- F.1.2.1 The work shall commence on the date of award.
- F.1.2.2 All items listed on section B.5 (Price Schedule) shall be delivered before the requirements are considered to be satisfied.

F.2 Deliverables

Item #	Deliverable	Due Date	To Whom
0001	Hardware, Software Licensing	TBD	COTR
	including Professional Services		
	and Support. Complete/accurate		
	delivery of items listed in section		
	B.5, installation, configuration,		
	software and necessary software		
	license keys items.		

F.3 Delivery Location

The items shall be delivered to the designated area affixed to Building C data center (or an alternative, previously agreed upon location within the DC Courts campus boundaries) located at:

District of Columbia Courts ATTN: David Simpson Information Technology Division 410 E St NW, Room 2400 Washington, DC 20001

All deployment services are to be rendered on-site in the area affixed to Building C data center (or an alternative, previously agreed upon location within the DC Courts campus), unless otherwise approved, in writing, by Contracting Officer's Technical Representative (COTR) or COTR's designated personnel.

SECTION G -CONTRACT ADMINISTRATION DATA

G.1 Payment/Invoices

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform** (IPP) System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is https://www.ipp.gov. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is https://www.sam.gov.
- G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
 - Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure, and extended price of the services or supplies actually rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

G.2 Final Invoice

- G.2.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.
- G.2.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

G.3 <u>Tax Exempt</u>

G.3.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.4 Prompt Payment Act

- G.4.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.
- G.5 Contacting Officer and Contracting Officer Technical Representative(COTR)
- **G.5.1 Contracting Officer:** The District of Columbia Courts Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Darlene D. Reynolds Contracting Officer Administrative Services Division District of Columbia Courts 616 H Street, N.W., Suite 612 Washington, D.C. 20001

G.5.2 Contracting Officer's Technical Representative: The Contracting Officer Technical Representative (COTR) is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the Contract Administrator is responsible for the day-to-day

monitoring and supervision of the contract. The Contracting Officer's Technical Representative (COTR) shall be:

David Simpson Information Technology Division 410 E St NW, Room 2400 Washington, DC 20001

G.6 Authorized Representative of the Contracting Officer

- G.6.1 the Contract Administrator will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in this contract. It is understood and agreed that the Contract Administrator shall <u>not</u> have authority to make changes in the scope or terms and conditions of the contract.
- G.6.2 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE CONTRACT ADMINSTRATOR TO MAKE ANY SUCH CHNGES, CONTRACTOR MAY BE HALD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

(Not applicable to this solicitation)

SECTION I - CONTRACT CLAUSES

(Not applicable to this solicitation)

SECTION J - LIST OF ATTACHMENTS

J.1 Attachment A – BOM (Bill of Materials)

SECTION K - REPRESENTATION CERTIFICATES

K.1 Payment Identification Number

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:
Federal Tax Identification Number:Or
Social Security Number:
Dun and Bradstreet Number:
Legal Name of Entity Assigned this Number:
Street Address and/or Mailing Address:
City, State, and Zip Code:
Type of Business:
Contact Person:
Email Address:
Telephone Number:
Fax Number:

PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.

SECTION L - INSTRUCTIONS, CONDITIONS, NOTICES TO BIDDERS

L.1 Prospective contractors shall submit bids <u>by email</u> including any software license agreement and a copy or website link of the current GSA Federal Supply Schedule including price list to Darryl Allen, Senior Contract Specialist, at Darryl.Allen@dccsystem.gov by 2:00 P.M., EST on February 7, 2022.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 The Courts contemplates award a firm-fixed-price contract as a result of this solicitation to the responsive and responsible bidder who has the lowest priced bid.